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*Counsel for Plaintiffs and Proposed Class and
Collective Action Members*

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION**

Shawn Schwartzenberger, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ConsumerXpress LLC, d/b/a CAC Services,

Defendant.

Case No.: 1:21-cv-00781-JLT-BAM

**STIPULATION OF DISMISSAL
PURSUANT TO RULE
41(a)(1)(A)(ii)**

Plaintiff Shawn Schwartzenberger (“Plaintiff” or “Schwartzenberger”) and Defendant ConsumerXpress LLC, d/b/a CAC Services (“Defendant” or “CAC”) pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, hereby stipulate that the above-captioned action be dismissed as specified herein, with each Party to bear her or its own attorney’s fees and costs.

Plaintiff and Defendant, each represented by counsel, jointly stipulate that they have reached a mutual resolution of bona fide disputes between Plaintiff and Defendant relative to the Fair Labor Standards Act (“FLSA”) and individual state law claims (see ECF 14.). Accordingly,

1 Court-approval of the settlement is not required in order to dismiss this lawsuit. The Parties agree
2 and hereby stipulate that the joint dismissal will be with prejudice as to each of Plaintiff's
3 individual claims.

4 There are no pending motions in this lawsuit as to any Party herein, and the Court has not
5 certified a collective action or class action in this matter. For this reason, the dismissal of
6 Plaintiff's claims under the California Private Attorneys General Act ("PAGA") and the class
7 action mechanism/claim shall be without prejudice (See ECF 14 ¶s 17-19, 56-57 (Class Action);
8 ¶s 101-107 (PAGA)) to avoid impacting the rights of certain non-party putative collective
9 members, class members, and aggrieved employees. The Parties' intention is that this dismissal
10 shall not effect the ability of these putative collective members, potential class members, or
11 aggrieved employees other than Plaintiff to file a subsequent action. The Parties' expressly agree
12 that it is their intention that Plaintiff completely forebears and waives any pursuit of a role as a
13 representative for collective, class, and representative claims on the basis of the same claims with
14 respect to aggrieved employees, putative collective members, or putative class members.

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Counsel for all Parties have signed this stipulation below. As such, this stipulation of dismissal and the appropriate aspects of dismissal with prejudice as to Plaintiff's individual claims and without prejudice as to Plaintiff's PAGA claims and class claims is appropriate pursuant to Rule 41(a)(1)(A)(ii) and Rule 23(e) of the Federal Rules of Civil Procedure, and no Order from the Court dismissing the above-captioned action is necessary in order to effectuate dismissal of this action.

Dated: February 3, 2023

Respectfully submitted,

By: /s/ Ricardo J. Prieto
Ricardo J. Prieto

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*Counsel for Plaintiffs and Proposed Class and
Collective Action Members*

Dated: February 3, 2023

SAGASER, WATKINS & WIELAND PC

By: /s/ Samuel O. Munson
Paul J. Bauer
Samuel O. Munson
Attorneys for Defendant
ConsumerXpress LLC, dba CAC Services